CONCLUSION

Legal English has traditionally been a distinct variety of English. The language involved in the enunciation and application of rules constitutes a special segment of human discourse with distinctive features. Anyone who has ever seen a legal document realizes that it differs dramatically from ordinary English. In fact, some people have argued that lawyers speak a separate language; it seems best to regard it as a variety of English. For the most part, legal language follows the rules that govern English in general. At the same time, it diverges in many ways from ordinary English, far more than the technical languages of most other professions. There is no single, easy answer to the question of how legal language came to be what it is. Much of the explanation lies in a series of historical developments, each of which left its mark on the language of the law. It is embedded in the history of its institutionalisation and in the complex interrelations of various languages, multiple audiences and frequently communicative and practical effects. The legal critics have also focused on the effects of forces, such as tradition, culture, ideology at the collective level, and motivations at the individual level, on the shaping of language enunciated in legal discourse.
Although all languages bear the traces of their past, but languages are continuously modified in everyday situations in the outside world. With legal language the balance between the two forces is quite different. It has always developed with a greater regard for its past than has ordinary language. The result is the legal language we have now—a language full of relics from a past—antiquated morphology, intricate grammatical constructions, long, complex and redundant sentences, frequent use of binomial expressions, passives and nominalizations. It also tends to be deceptive and mystifying with its figures of speech, tropes, tricks and hidden meanings, hypothesis—piling, exceptions, reservations, declarations, etc. What these do is to impart exact illocutionary force to legal norms, but simultaneously cause complexity, obscurity, opacity, impenetrability and unintelligibility in the legal discourse, and consequently, screening off the legal text from readership. It is the privilege to read the law, but the very idea of legal language excludes participation in the legal process. This problem affects the foundational principles of law as their comprehension and view are obstructed by an alien and alienating language.
Despite significant progress over the centuries, especially by the Plain English Movement during the past decades, legal language has retained many undesirable distinctive features. Members of the public are frequently left with an inadequate understanding of documents that govern their rights and obligations. Even lawyers may have great difficulty in understanding the language of their colleagues, as indicated by the tremendous number of cases every year revolving around the meaning of some word or phrase. To some extent, the distinctive features of legal English are remnants of past ages, but are also the illustrations of the conservative tendencies of the profession. Even today, lawyers are reluctant about giving up traditional phrasing that has passed the test of time. Of course, this is not just a matter of inertia, but also because reusing tried and proven phraseology may be the safest course of action. Therefore, lawyers hesitate to change long-standing linguistic habits, something that hinders efforts at reform. If judges expect the public to respect their judicial opinions, they may be much less arcane and ponderous, so that the public understands the important principles contained in them. And average consumers should be able to comprehend the legal documents that govern their lives and fortunes.
To summarise, legal discourse is to be judged by how clearly, concisely and comprehensibly it communicates the rights and obligations conferred by a constitution, the opinions expressed by a court, the regulations embodied in a statute, or the promises exchanged in a contract. We may not attain perfect comprehension of every aspect of these documents, but consumers should be able to comprehend the most important provisions of the documents that they sign. Thus, there is a need to reform legal English: keeping those features that enhance the readability and comprehensibility of legal discourse, while discarding those that serve no justifiable purpose.